

Figure 1

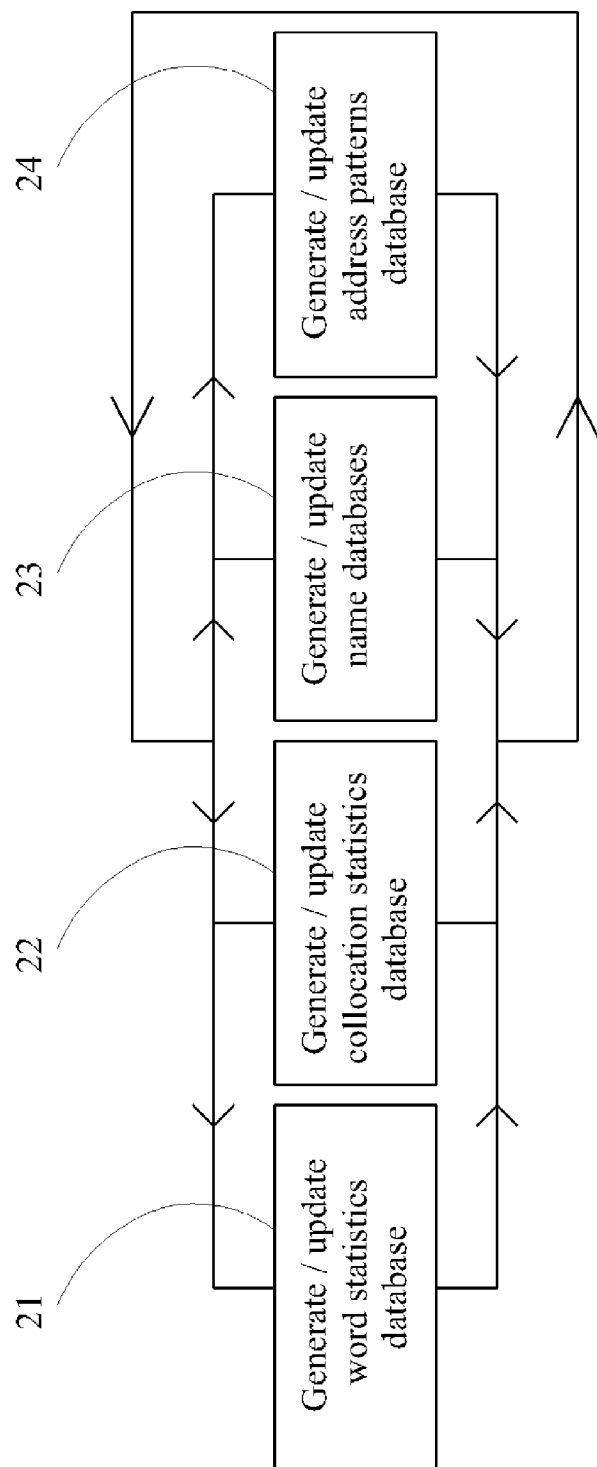


Figure 2

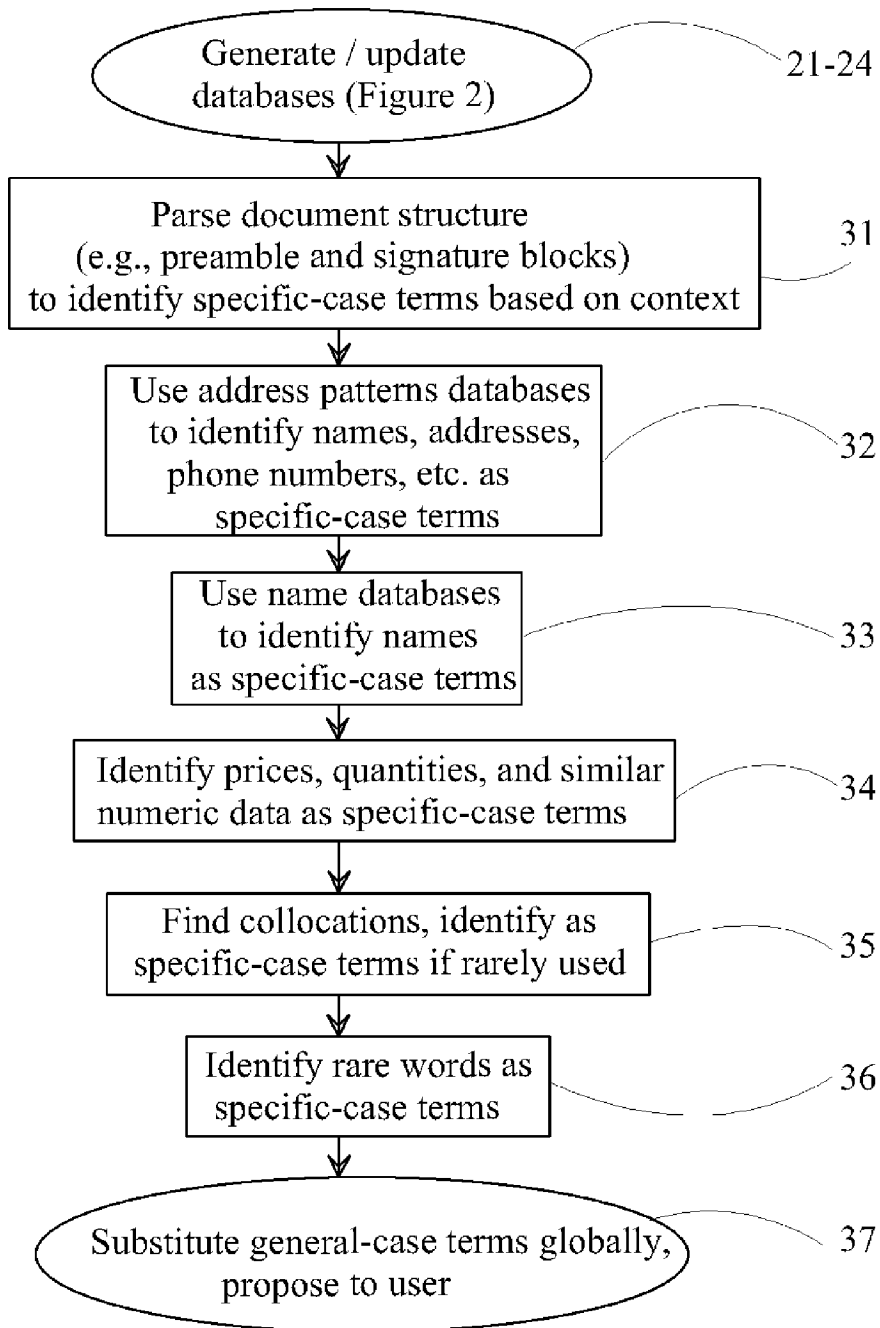


Figure 3

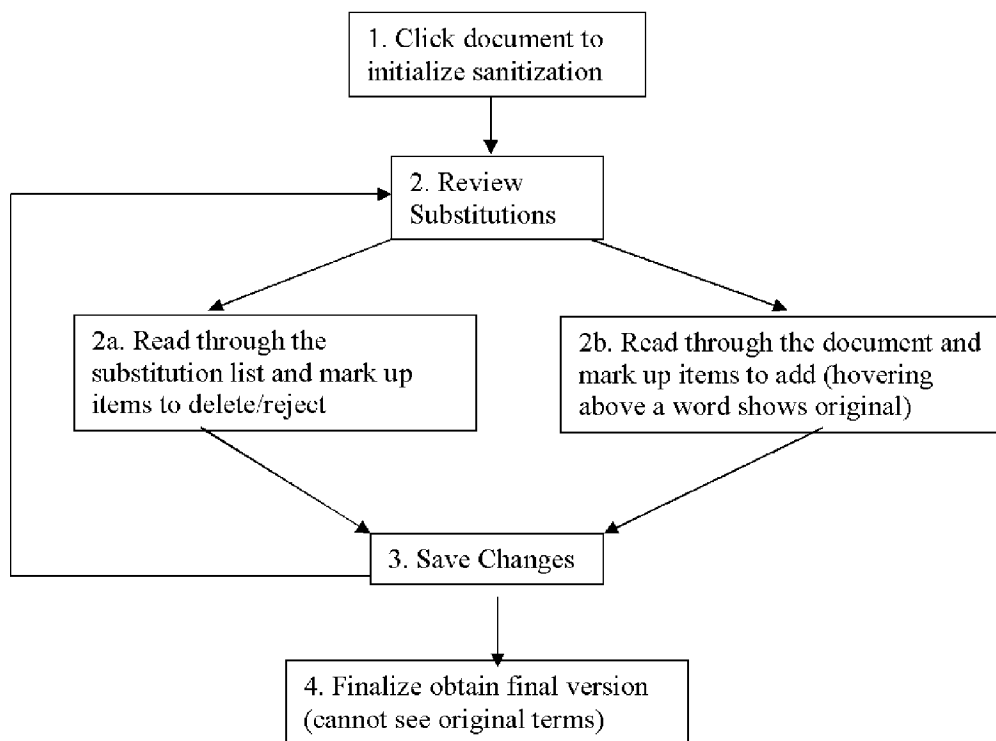


Figure 4

Agreement (Contract) (M) Submitted: 22 Jan 07

1. AGREEMENT
 Substantial Agreement ("Agreement") made this DATE7 by and between CORP1, a Delaware corporation, having a principal place of business at ADDRESS2 (hereinafter "CORP1"), and CORP2, and its worldwide subsidiaries and affiliates, having a principal place of business at ADDRESS4 (hereinafter "CORP2").

2. TERM AND TERMINATION
 2.1 SCOPE AND CONSENT
 2.2 PAYMENT
 2.3 PRIOR NOTICE
 2.4 RECORDS
 2.5 PROGRAM MANAGER
 2.6 SUBCONTRACTOR
 2.7 WARRANTY
 2.8 REMEDIES
 2.9 OWNERSHIP AND INTELLECTUAL PROPERTY
 2.10 CHANGE IN SCOPE
 2.11 CONFIDENTIAL INFORMATION
 2.12 INDEMNIFICATION
 2.13 LIMITATION OF LAW
 2.14 FORCE MAJEURE
 2.15 INSURANCE
 2.16 COMPLIANCE WITH LAWS

3. CUSTOMER MEANS AKAT's END-USER CUSTOMER

4. DEFINITIONS

5. NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree to the following:

6. SUBSTITUTION

7. ADD TO LIST

8. REMOVE FROM LIST

9. APPLY CHANGES

10. PLEASE CHECK BOXES) below to reject suggested substitutions

Item	Substitute	Remove From List	Add To List	Apply Changes
1. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
2. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
3. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
4. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
5. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
6. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
7. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
8. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
9. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
10. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
11. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
12. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
13. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
14. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
15. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
16. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
17. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
18. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
19. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
20. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
21. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
22. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
23. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
24. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
25. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
26. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
27. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
28. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
29. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
30. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
31. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
32. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
33. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
34. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
35. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
36. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
37. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
38. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
39. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
40. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
41. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
42. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
43. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
44. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
45. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
46. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
47. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
48. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
49. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
50. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
51. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
52. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
53. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
54. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
55. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
56. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
57. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
58. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
59. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
60. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
61. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
62. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
63. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
64. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
65. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
66. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
67. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
68. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
69. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
70. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
71. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
72. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
73. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
74. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
75. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
76. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
77. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
78. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
79. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
80. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
81. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
82. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
83. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
84. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
85. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
86. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
87. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
88. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
89. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
90. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
91. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
92. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
93. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
94. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
95. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
96. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
97. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
98. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
99. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending
100. Pending	will replace with CORP1	Pending	will replace with CORP2	Pending

Figure 5

Paragraph Comparison (1 of 67)		
New Agreement Contract 163, dated 30 June 2002 Title Agreement	Old Agreement Contract 163, dated 30 June 2002 Title Agreement	
ACM Contract Number:	McAfee Contract Number:	
19. GENERAL	19. GENERAL	
Subcontract Agreement ("Agreement") made this DATE2 by and between CORP1, a Delaware corporation, having a principal place of business at ADDRESS2 (hereinafter "ACM"), and CORP3, and its world-wide subsidiaries and affiliates, having a principal place of business at ADDRESS3 (hereinafter "McAfee")	Subcontract Agreement ("Agreement") made this 13th day of January, 2002 by and between McAfee Computer Corporation, a Delaware corporation, having a principal place of business at 52065 RM 2143, Houston, Texas 77059-2246 (hereinafter "McAfee"), and Computer Manufactured Products, Inc., and its world-wide subsidiaries and affiliates, having a principal place of business at 8750 Broadway, New York, New York 10019 (hereinafter "CORP")	
WHEREAS, ACM is a supplier of TERM7 computer systems, peripherals, TERMs, and services and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific multi-dimensional requirements; and	WHEREAS, McAfee is a supplier of software computer systems, peripherals, SAsDs, and services and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific multi-dimensional requirements; and	
WHEREAS, ACM1 has elected to engage TERM6 as a Subcontractor to provide services in support of these customer solutions; and	WHEREAS, McAfee has elected to engage CMF as a Subcontractor to provide services in support of these customer solutions; and	
WHEREAS, TERM6 is ready, willing and able to furnish its services to ACM and its customers as hereinafter described by the terms and conditions set forth in this Agreement; and	WHEREAS, CMF is ready, willing and able to furnish its services to McAfee and its customers as hereinafter described by the terms and conditions set forth in this Agreement; and	
WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by ACM from TERM6. Such purchase(s) shall engage TERM6 in the provision of such Services on behalf of ACM to a customer or customers of ACM	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by McAfee from CMF. Such purchase(s) shall engage CMF in the provision of such Services on behalf of McAfee to a customer or customers of McAfee	
WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by ACM from TERM6. Such purchase(s) shall engage TERM6 in the provision of such Services on behalf of ACM to a customer or customers of ACM	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by McAfee from CMF. Such purchase(s) shall engage CMF in the provision of such Services on behalf of McAfee to a customer or customers of McAfee	
WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by ACM from TERM6. Such purchase(s) shall engage TERM6 in the provision of such Services on behalf of ACM to a customer or customers of ACM	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by McAfee from CMF. Such purchase(s) shall engage CMF in the provision of such Services on behalf of McAfee to a customer or customers of McAfee	

Figure 6

<p>Agreement Company (X) Sanitized_24.docx</p> <p>1. DEFINITIONS</p> <p>2. TERM AND TERMINATION</p> <p>3. SCOPE AND CONSULTING</p> <p>4. PAYMENT</p> <p>5. PRICING</p> <p>6. RECORDS</p> <p>7. PROGRAM MANAGEMENT</p> <p>8. SUBCONTRACTOR PERFORMANCE</p> <p>9. WARRANTY</p> <p>10. REMEDIES</p> <p>11. OWNERSHIP AND LIC</p> <p>12. CHANGE IN SCOPE</p> <p>13. CONFIDENTIAL INFORMATION</p> <p>14. INDEMNIFICATION</p> <p>15. LIMITATION OF LIABILITY</p> <p>16. NOTICES</p> <p>17. INSURANCE</p> <p>18. COMPLIANCE WITH LA</p> <p>19. GENERAL</p> <p>20. REMEDIES</p> <p>21. OWNERSHIP AND LIC</p> <p>22. CHANGE IN SCOPE</p> <p>23. CONFIDENTIAL INFORMATION</p> <p>24. INDEMNIFICATION</p> <p>25. LIMITATION OF LIABILITY</p> <p>26. NOTICES</p> <p>27. INSURANCE</p> <p>28. COMPLIANCE WITH LA</p> <p>29. GENERAL</p>	<p>Subcontract Agreement ("Agreement") made this DATE2 by and between ORPOT, a Delaware corporation, having a principal place of business at ADDRESS2 (hereinafter "AKA1"), and CORP3, and its world-wide subsidiaries and affiliates, having a principal place of business at ADDRESS1 (hereinafter "TERMS").</p> <p>WHEREAS, AKA1 is a supplier of TERMS computer systems, peripherals, TERMS, and services and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific TERMS requirements; and</p> <p>WHEREAS, AKA1 has elected to engage TERMS as a Subcontractor to provide services in support of these customer solutions; and</p> <p>WHEREAS, TERMS is ready, willing and able to furnish its services to AKA1 and its customers as hereinafter described by the terms and conditions set forth in this Agreement; and</p> <p>WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKA1 from TERMS. Such purchase(s) shall engage TERMS in the provision of such Services on behalf of AKA1 to a customer or customers of AKA1.</p> <p>NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree to the following:</p> <p>1. DEFINITIONS</p> <p>a. "Customer" means AKA1's end-user customer.</p> <p>b. "Services" means consulting, integration, implementation, installation, maintenance, repair or replacement parts, support, design, help desk operations, development, training, management, and any other work provided Subcontractor in connection with meeting TERMS's responsibilities under this Agreement.</p> <p>c. "Purchase Order" means AKA1's written purchase order form and any document incorporated thereto by reference.</p> <p>d. "Day" as used throughout this Agreement means a business day, unless otherwise stated.</p> <p>e. "Statement of Work" means a document agreed upon by AKA1 and TERMS that specifies the Services to be provided by TERMS, the price, payment schedule, delivery schedule, and acceptance criteria for such Services and, if applicable, detailed technical and administrative requirements for the Services. A Statement of Work will be drafted and agreed upon for each Purchase Order issued under this Agreement.</p> <p>f. "Acceptance" means written notification from AKA1 to TERMS that indicates the Services have been evaluated and satisfy the completion and acceptance criteria set forth or referenced in the Statement of Work or Purchase Order. Acceptance may be partial or complete, as specified in such notification.</p>
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Figure 7

Agreement and Plan of Merger (agreement and plan of merger sanitized .30.doc)

Agreement and Plan of Merger

or and among

[PARTY1]

[CORP3]

and

[PARTY3]

Dated as of

[DATE4]

(this

Agreement and Plan of Merger, dated as of [DATE4]

"Agreement", by and among [PARTY1], a Delaware corporation (the "Parent"), [CORP3], a Delaware corporation (the "Company"), and a direct/wholly-owned subsidiary of the Parent ("Merger Sub"), and [PARTY3], a Delaware corporation (the "Company"). Capitalized terms used and not otherwise defined herein have the meanings set forth in Article 1.

WHEREAS, the boards of directors of each of the Parent, Merger Sub and the Company have determined that it is advisable and in the best interests of their respective corporations and stockholders to enter into a business combination by means of the merger of the Company with and into Merger Sub and have approved and adopted the Merger, this Agreement and the transactions contemplated hereby;

WHEREAS, as a condition and inducement to each party's entering into this Agreement, the Company Major Stockholders, concurrently with the execution and delivery of this Agreement, is entering into a Voting Agreement; and

WHEREAS, for United States federal income tax purposes, it is intended

ARTICLE 1 DEFINITIONS

ARTICLE 2 THE MERGER

ARTICLE 3 EFFECTS OF THE MERGER

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

ARTICLE 5 COVENANTS

ARTICLE 6 CONDITIONS

ARTICLE 7 TERMINATION

ARTICLE 8 MISCELLANEOUS

Figure 8